

EXHIBIT B

REDACTED

From: Jeff Case <jeff.case.mobile@gmail.com>
Sent: Friday, March 20, 2020 11:22 AM
To: John L. Wood
Subject: Fwd: Updated Agreements
Attachments: Settlement Agreement Broadcom(3.13.20).docx; SNMPRI Brocade New License Agreement(3.13.20).docx

With attachment. J

----- Forwarded message -----

From: **Martin Skagen** <martin.skagen@broadcom.com>
Date: Mon, Mar 16, 2020 at 8:47 PM
Subject: Updated Agreements
To: Jeff Case <jeff.case.mobile@gmail.com>

Hi Jeff,

I hope this finds you well, as discussed we created a small 5 page doc called the settlement agreement and this is mainly due to accounting issues. We removed the settlement language from the license agreement and moved it in here.

We removed terms on payment as this will be paid in full so there is no reason for all those things.

I added a couple of comments in there around our products, so have a look thru it.

When you have completed your review I'm happy to get on a call so we can iron things out before they lawyers go crazy..

Thanks
Martin

SNMP Research International License Agreement
with Brocade Communication Systems ~~LLC, Inc.~~

SNMP Research International

LICENSESETTLEMENT AGREEMENT

This ~~Settlement and~~ License Agreement ("License Agreement") is between SNMP Research International, Incorporated, a Tennessee corporation and Licensee as of the Effective Date.

RECITALS

WHEREAS, SNMPRI and Brocade Communication Systems LLC (formerly Brocade Communication Systems, Inc.), a Delaware corporation ("Brocade") entered into a License Agreement with an effective date of March 10, 2001, as amended by Amendment 1 with an effective date of December 8, 2004, as amended by Amendment 2 with an effective date of October 4, 2006, as amended by Amendment 3 with an effective date of April 30, 2010, as amended by Amendment 4 with an effective date of June 29, 2015, as amended by Amendment 5 with an effective date of June 30, 2015 (collectively, the "Brocade Agreement");

~~WHEREAS, On or about October 27, 2017, Brocade transferred some or all of the SNMPRI software governed by the Brocade Agreement to Extreme Networks without authorization from SNMPRI;~~

~~WHEREAS, On or about November 17, 2017, Brocade acquired Brocade which resulted in an unauthorized transfer of the Brocade Agreement in violation of the provisions of the Brocade Agreement;~~

~~WHEREAS, On June 4, 2019, SNMPRI sent Brocade and Brocade a notice of breach alleging that Brocade was in breach of the Brocade Agreement;~~

~~WHEREAS, After receiving the notice of breach SNMPRI alleges that Brocade did not resolve the breach of the Brocade Agreement. SNMPRI sent a letter to Brocade on July 25, 2019 that allegedly terminated Brocade's license rights under the Brocade Agreement;~~

~~WHEREAS, SNMPRI alleges that since the termination of the license rights in the Brocade Agreement, Brocade has been using SNMPRI software without a license and without authorization from SNMPRI;~~

~~WHEREAS, The Parties have been negotiating to resolve this matter;~~

~~WHEREAS, No Party admits any fault or wrongdoing;~~

~~WHEREAS, Brocade, Brocade, and SNMPRI desire to resolve the issues between them by entering into this License Agreement and desire to avoid litigation recognizing that litigation is costly, and that determining profits attributable to infringement which SNMPRI is entitled to under copyright law is laborious;~~

~~WHEREAS, Brocade, Brocade and SNMPRI desire to enter into a new license agreement to confirm Brocade's continued rights to use SNMPRI's technology in its products;~~

The Parties hereby agree as follows:

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(b) is developed by Licensee through the use of the Program, or

(c) includes any features, provisions, algorithms, or other portions of the Program.

1.7 **“Developer Documentation”** means those comments and instructions describing the internal structures of the Source code placed throughout the Source code or the accompanying Documentation so labeled. Descriptions of the system dependent applications programming interface and the system independent applications programming interface provided by SNMPRI, and information which allows one to deduce the same are part of Developer Documentation. Developer Documentation shall be considered a part of the Source and is thereby subject to all the same rights, responsibilities, and protections afforded to other portions of the Source under the terms of this License Agreement.

1.8 **“Distribution Modules”** means the Distribution Modules identified on the applicable Schedule A.

1.9 **“Documentation”** means printed and computer-accessible electronic documentation associated with the Licensed Modules.

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1.141.12 **“Internal Modules”** means the Internal Modules identified on the applicable Schedule A.

1.121.13 **“Internal Modules Development Location”** means the Internal Modules Development Location specified on the applicable Schedule A.

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1.16 **“Licensed Technology”** means the Program including all software therein, and the Licensed Modules.

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1.161.18 **“Licensee Address”** is defined in each applicable Schedule A.

1.171.19 **“Licensee Development Platform”** means the Licensee Development Platform identified on the applicable Schedule A, consisting of a particular operating system and CPU architecture family. If a Schedule A does not specify a Licensee Development Platform then the Licensee Development Platform is the same as the Licensee Target Platform on such Schedule A.

1.181.20 **“Licensee Parties”** means all Licensees.

1.191.21 **“Licensee Product”** means the Licensee Product identified on the applicable Schedule A and its successor products.

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~~1.24~~1.23 **“Open Interface”** means a published communications interface that is freely available to the public that allows multiple software components to communicate with each other.

~~1.22~~1.24 **“Parties”** means each and every Party.

~~1.23~~1.25 **“Party”** means SNMPRI as one party and Licensee Parties as the other party.

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2. Schedules

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- iii. which is independently developed by Licensee without reference to or use of the Confidential Information.

Further, the Confidential Information may be disclosed pursuant to a valid order issued by a court or government agency of competent jurisdiction, on the condition that Licensee provides SNMPRI: (a) prior written notice of such obligation in a timely fashion, and (b) assistance and the opportunity to oppose such disclosure or to obtain a protective order.

The Licensee agrees that it will limit access to the Licensed Modules and Derivative Works thereof to only the applicable Licensee's employees, consultants, and contractors who have a business reason to access the Licensed Modules and Derivative Works thereof and who are bound by an agreement including confidentiality terms at least as protective as those in this License Agreement. Licensee agrees that the Source, Binary, development tools, data, and databases and Derivative Works thereof will be uninstalled and fully removed from each computer, disk drive, printout, or any form of media (collectively "Media") before the Media is no longer under Licensee's control, whether by sale, gift, liquidation, or otherwise. It is expressly understood and agreed that the strictures of confidentiality imposed by this License Agreement shall survive the termination of this License Agreement or any part thereof.

14.13. Responsibility

The Licensee shall be responsible with regard to the obligations in this License Agreement for the performance of all of its employees, consultants, contractors, and each and every other Person or Persons Licensee allows to access the Program, whether direct or indirect, intentional or inadvertent. Licensee Parties are jointly and severally liable for the obligations of Licensee under this License Agreement.

15.14. Residuals

- (a) Residuals are information in a non-tangible form, such as that retained in the memory of those who have had rightful access to Confidential Information under this License Agreement.
- (b) Residuals shall only be used to reasonably pursue the work as contemplated by SNMPRI and Licensee under this License Agreement.
- (c) Licensee shall inform all those with access to Confidential Information of their obligations regarding Residuals.
- (d) Licensee shall enforce the restrictions on the use of Residuals by their employees and consultants by contract containing language substantially similar to this Section.
- (e) Licensee shall cooperate fully with SNMPRI in any action by SNMPRI against a current or former consultant or employee of the Licensee, who has violated, or who has created reasonable apprehension that he or she may violate, the restrictions of this Section.

16.15. Ownership and Title

The Licensed Modules are licensed, not sold, to Licensee. Right, title, and interest to the Program and Derivative Works thereof except for Derivative Works made by Licensee, which shall belong to Licensee, and as well as all intellectual property rights therein shall at all times remain with the SNMPRI Parties, as applicable. If Licensee elects to communicate suggestions, additions, modifications, improvements, or corrections to the Program to SNMPRI, in any manner (collectively, "Feedback"), SNMPRI shall have the same rights as though SNMPRI is the owner of the Feedback without obligation to the Licensee, including, but not limited to, the incorporation of the Feedback into the distributions of the Program made generally available to licensees, including distribution of the Program to third parties. SNMPRI's rights in this Section survive any expiration or termination of this License Agreement or any portion thereof.

17.16. Exclusivity

This is a non-exclusive license. Nothing in this License Agreement prevents SNMPRI from independently producing, selling, and distributing similar implementations of the Licensed Modules without obligation to Licensee. Nothing in this License Agreement shall prevent Licensee from independently producing, selling, and distributing similar products to SNMPRI's products without obligation to SNMPRI. In the event that Licensee produces similar products to SNMPRI's products or products containing SNMPRI's products, Licensee shall provide sufficient information to SNMPRI to enable SNMPRI to verify that the similar products were independently produced.

18.17. Acceptance Period and Money Back Guarantee

SNMPRI offers a money back guarantee in lieu of warranties. Licensee shall conduct acceptance tests of the Licensed Modules following the date the applicable Schedule A is fully executed for a period of no longer than thirty (30) days. If during the acceptance

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period, the Licensee finds that the Licensed Modules do not meet Licensee's requirements for any reason, Licensee may, at Licensee's sole and exclusive option, return or certify in writing the destruction of all copies of the Licensed Modules identified on the applicable Schedule A provided by SNMPRI to the Licensee, and all copies thereof, and all Derivative Works based on the Licensed Modules in all forms. In this event, SNMPRI shall terminate the Internal Use Rights and Binary Redistribution Rights granted in this License Agreement for the applicable Schedule A, provide a timely refund of all license fees received from the Licensee pursuant to the applicable Schedule A, and cancel any outstanding invoices for amounts due under the applicable Schedule A. SNMPRI may deduct up to ten percent (10%) of the initial license fee as an administrative and restocking fee upon the exercise of the money back guarantee.

Since this License Agreement is a replacement for the Brocade Agreement and relates to software that Brocade has had in its possession and use for far longer than thirty (30) days, the Acceptance Period and Money Back Guarantee does not apply to Licensed Modules specified on the Schedule As executed contemporaneously with the License Agreement; i.e., the Acceptance Period and Money Back Guarantee is applicable only to new Schedules As executed subsequent to this License Agreement.

19.18. Publicity

Neither Party shall divulge the material provisions of this License Agreement to any third party or parties without the prior written permission of the other Party, except as required to exercise the rights contained herein or as required by law.

Disclosure by either Party of the existence of this License Agreement without disclosure of its terms and conditions is permitted and does not constitute a breach of this Section. Nothing herein prohibits SNMPRI from disclosing to third parties that Licensee is a customer. Nothing herein prohibits Licensee from disclosing to third parties that SNMPRI is a supplier.

Licensee may not use SNMPRI's name in any publications, advertisements, or other announcements without SNMPRI's prior written consent. Licensee does not have any rights to use any SNMPRI trademarks or logos.

Notwithstanding anything to the contrary herein, each Party shall have the right to disclose the terms and conditions of the License Agreement to

- (a) its employees, directors, consultants, contractors, attorneys, accountants, and other professional advisors, and
- (b) investors, potential investors, and their professional advisors, only to the extent necessary in connection with a potential financing, acquisition, merger, or public offering

provided that each recipient is subject to written obligations of confidentiality which are no less restrictive than those set forth in this License Agreement and each recipient has a legitimate business need to have access to the information.

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If disclosure is required by any stock exchange governing body, the disclosing Party shall consult in advance with the other Party and attempt in good faith to reflect such other Party's concerns in the required disclosure.

20.19. Use of the Program in High Risk Activities

The Parties agree that the Program is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the planning, construction, maintenance or operation of nuclear facilities, aircraft flight, navigation or communication systems, air traffic control, direct life support machines, weapons systems, autonomous vehicle operation, or other systems and applications in which the failure of the Program could lead directly to death, personal injury, or severe physical or environmental damage or costs ("High Risk Activities"). The SNMPRI Parties specifically disclaim any express or implied warranty of fitness for High Risk Activities and Licensee agrees to be solely liable if the Program is used for High Risk Activities. Licensee agrees to indemnify, defend and hold the SNMPRI Parties harmless from all loss, damage, expense (including attorney's fees and court costs) or liability in connection with High Risk Activities.

21.20. Notices

Notices to be given under this License Agreement shall be in writing, and shall be deemed to have been duly given

- (a) when received, if personally delivered;
- (b) one (1) business day after being sent, if sent for expedited delivery by a nationally or internationally reputable, as applicable, overnight delivery service (e.g., Federal Express);
- (c) on the date of transmission, if sent by facsimile, or other wire transmission with transmission confirmed; and
- (d) upon receipt, if sent by certified or registered mail, return receipt requested.

Notices shall be sent to the addresses of the Parties specified below.

For Licensee:
Attn:

~~Brocade Communications Systems, Inc.~~ Brocade
Communications Systems LLC
1320 Ridder Park Dr
San Jose, CA 95131

For Licensors:

SNMP Research International License Agreement
with Brocade Communication Systems ~~LLC, Inc.~~

Jeffrey D. Case
SNMP Research International, Incorporated
3001 Kimberlin Heights Road
Knoxville, Tennessee 37920

with a courtesy copy to notices@snmp.com

Field Code Changed

22.21. Default

A “Default” occurs if any one or more of the Licensee Parties fail to observe, keep, or perform any provisions of this License Agreement required to be observed, kept, or performed by Licensee and does not cure such conditions within (i) thirty (30) days for breaches of financial provisions and (ii) ten (10) days for all other provisions, after receiving written notice thereof from SNMPRI except for those breaches which, by their nature cannot be cured, in which case such breach is a Default upon occurrence of the breach. Upon the occurrence of a Default which required notice from SNMPRI, SNMPRI shall have the right to terminate the Internal Use Rights found in Section 3 and elsewhere in this License Agreement, and the Binary Redistribution Rights found in Section 4, and elsewhere in this License Agreement. Upon the occurrence of a Default which required no notice from SNMPRI, Licensee’s Internal Use Rights found in Section 3 and elsewhere in this License Agreement, and Binary Redistribution Rights found in Section 4, and elsewhere in this License Agreement are immediately terminated as of the date of the Default. Additionally, in the event of a Default, at the request of SNMPRI, Licensee shall promptly return at Licensee's expense or provide written certification of the destruction of all copies of the Licensed Modules provided by SNMPRI to the Licensee and all Derivative Works of the Licensed Modules in all forms.

In the event of unauthorized use, distribution, or disclosure of the Program in Source or Binary form by Licensee, SNMPRI shall have the right in addition to its other remedies, to any one or more of the following:

- (a) recover from Licensee an amount not less than the sum that SNMPRI would have charged the Person or Persons obtaining the benefit of such unauthorized use, distribution, or disclosure of the Program, plus any amount received by Licensee on account of such unauthorized use, distribution, or disclosure;
- (b) have any threatened or actual breach by Licensee enjoined;
- (c) pursue any other remedy at law or in equity.

All responsibilities of the Licensee and the other provisions of this License Agreement shall remain in full force and effect and shall survive the termination of any rights, as provided in this Section.

23.22. Equitable Relief

Each Party to this License Agreement acknowledges that a breach by the other Party of any confidentiality or proprietary rights provision of this License Agreement may cause the non-breaching Party irreparable damage, for which the award of damages may not be

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with Brocade Communication Systems ~~LLC, Inc.~~

adequate compensation. Consequently, the non-breaching Party may institute an action to enjoin the breaching Party from any and all acts in violation of those provisions and to enforce specifically the terms and provisions hereof, which remedy shall be cumulative, and not exclusive, and a Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching Party may be entitled at law or in equity, and the Parties hereby waive the requirement of the posting of a bond in connection with the remedies described herein.

24.23. Payment Terms

~~The license rights granted under this License Agreement are fully paid up and are license fee and royalty free. The Licensee shall pay to SNMPRI an initial license fee in the amount defined in the applicable Schedule A. The initial license fee is due and shall be paid upon signing of the applicable Schedule A. The Licensee shall make payments for these initial one-time fees without invoices from SNMPRI. SNMPRI may, but shall not be required to, invoice Licensee as a courtesy to the Licensee.~~

~~The initial license fee specified on each Schedule A is for the Internal Use Rights granted that are associated with the Licensee Product developed on the Licensee Development Platform developed at the Internal Modules Development Location for use on the Licensee Target Platform, as each term is identified on such Schedule A.~~

~~The Licensee shall also pay per copy royalties in the amounts shown in each Schedule A for each copy of the Distribution Modules, identified on such Schedule A, created under the Binary Redistribution Rights granted herein, which contains all, some, or part of the Licensed Modules; provided, however that Licensee shall not pay per copy royalties for copies made by Licensee for development, laboratory testing, archival or back-up purposes, which are not distributed by Licensee. Copies which are used operationally in Licensee's corporate network shall be royalty bearing.~~

~~The redistribution of Source is prohibited under the terms of this License Agreement so there are no applicable royalties for the redistribution of Source.~~

~~The per copy royalties shall be paid quarterly, with payment due on April 30 for all copies created during the first quarter (January—March), July 31 for all copies created during the second quarter (April—June), October 31 for all copies created during the third quarter (July—September), and January 31 for all copies created during the fourth quarter (October—December). The Licensee shall make these quarterly royalty payments without quarterly invoices from SNMPRI. SNMPRI's acceptance of a quarterly royalty payment does not waive SNMPRI's right to dispute the royalties owed in such quarter.~~

~~If the license fee or royalties are not paid in a timely fashion as provided herein, the Internal Use Rights and Binary Redistribution Rights granted the Licensee under this License Agreement shall be terminated. All responsibilities of the Licensee and the other provisions of this License Agreement shall remain in full force and effect and shall survive the termination of these rights.~~

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with Brocade Communication Systems LLC, Inc.

~~Licensee shall pay SNMPRI a one-time settlement fee in the amount of [REDACTED] ("Fee"). The Fee is due and payable upon execution of this License Agreement by the Parties and is in addition to any amounts owed pursuant to a Schedule A or for royalties. SNMPRI may, but shall not be required to, invoice Licensee for the Fee. The licenses granted in this License Agreement are not effective until the Fee is received.~~

~~In addition to all other remedies, all payments owed by Licensee to SNMPRI received later than 30 days after the due date will be subject to interest in the amount of 1.5 percent of the amount due for each calendar month or portion thereof, compounded monthly, or the maximum allowed by law, whichever is less. Interest accrues from the date the payment was due. This interest will continue to accrue until the payment plus interest is paid in full.~~

25. ~~Records and Audit~~

~~Licensee shall report royalty production quarterly separately for each combination of Licensee, Licensed Module, Licensee Product, and Licensee Target Platform, and then keep and maintain all appropriate books and records necessary for the verification of the royalties due SNMPRI for a period of not less than six years following the quarterly period to which such records relate. If there is a dispute about royalty payments or compliance with the terms of this License Agreement, or SNMPRI requests an audit of Licensee's books and records then Licensee is required to maintain the books and records until SNMPRI certifies that (a) the dispute is resolved or (b) the audit is completed and any issues identified by the audit are resolved.~~

~~SNMPRI shall be entitled to an annual report from the Licensee's Certified Public Accountant, prepared at Licensee's expense in English, which reviews the Licensee's books for the purposes of (a) verifying the accuracy of the royalties paid to SNMPRI and (b) determining if there has been any unauthorized use, distribution or disclosure of the Program.~~

~~Licensee shall provide a quarterly statement within thirty (30) days of the end of each calendar quarter, regardless of whether a royalty is due or not, detailing the number of copies of the Licensee Products containing Distribution Modules created during that calendar quarter, and the total royalty due. SNMPRI may invoice Licensee based on such reports as a courtesy to the Licensee.~~

~~Licensee's obligation to report royalty obligations and complete quarterly payments are not dependent upon SNMPRI's invoicing of Licensee or providing royalty reminders, even if SNMPRI has invoiced or provided royalty reminders to Licensee in the past.~~

~~In addition, SNMPRI, at its option, may elect that SNMPRI's independent Certified Public Accountant review Licensee's relevant books and records for the purpose of (a) verifying the accuracy of the royalties paid to SNMPRI and (b) determining if there has been any unauthorized use, distribution or disclosure of the Program. In all cases, the Certified Public Accountant shall only provide information to the Parties concerning whether all royalties have been paid to SNMPRI, the amount of any underpayment or overpayment, and the extent of any unauthorized use, distribution or disclosure of the Program. Such review shall be conducted during the Licensee's normal business hours upon reasonable~~

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with Brocade Communication Systems ~~LLC, Inc.~~

~~notice of at least ten days to Licensee. Licensee shall pay the cost of the Certified Public Accountant for such review if (i) such review verifies an error of greater than five percent (5%) of the royalties actually paid to SNMPRI in any one or more quarters, (ii) one or more quarterly royalty reports are not filed by the due date, (iii) a requested annual report from the Licensee's Certified Public Accountant is not provided in a timely fashion, or (iv) unauthorized use, distribution or disclosure of the Program is discovered; otherwise, such cost of the Certified Public Accountant shall be paid for by SNMPRI. All information provided pursuant to the computation of royalties, including information about the numbers of Licensee Products created by the Licensee, shall be maintained in confidence by SNMPRI and the Certified Public Accountant, except as may be required to enforce the payment obligations and compliance with the terms and conditions specified in this License Agreement.~~

26. Assignment

~~No party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other parties. Notwithstanding the foregoing, either Party shall have the right to assign this Agreement and such rights and obligations without such consent to an entity that acquires all or substantially all of its stock or assets, whether by way of merger, acquisition, operation of law or otherwise; provided that such entity agrees to be bound by the terms and conditions of this License Agreement. Subject to the foregoing, this License Agreement shall inure to the benefit of and bind the successors and assigns of the parties.~~

~~The License Agreement may not be transferred or assigned by Licensee without SNMPRI's prior written consent, and any action or conduct in violation of the foregoing shall be void and without effect. SNMPRI's prior written consent to a one-time transfer of the Licensee's otherwise non-transferrable rights and responsibilities will not be unreasonably withheld provided that the assignment of this License Agreement and all rights and responsibilities hereunder are in their entirety and are in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Licensee's assets and all the following are met: (a) the Licensee is current in all respects in the payment of all fees and charges due SNMPRI under this License Agreement and all associated Software Service Agreements, if any; (b) a transfer amendment is executed to perfect the assignment in a timely manner; (c) the terms of the License Agreement will be updated reflecting the scope of the Licensee's products receiving rights, contacts and addresses for legal notice, contact and addresses for royalty administration (where applicable), and locations for development sites; and (d) the third party in the merger or acquisition is not a competitor of SNMPRI. Transfers of rights under this License Agreement with consent of SNMPRI are effective only upon execution of an appropriate transfer amendment. Merger or acquisition of, by, or with Licensee involving another company is agreed to be a transfer of rights under this License Agreement that requires a written agreement. This License Agreement is binding on and inures to the benefit of the Parties' successors and permitted assigns. The Parties agree that in the event Licensee declares bankruptcy that Section 365 of the bankruptcy code does not affect the restrictions on Licensee's ability to assign this License Agreement specified in this Section. SNMPRI expressly reserves the right to assign this License Agreement and to delegate any of its obligations hereunder.~~

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27.24. Enforcement

Failure at any time to enforce any of the provisions of this License Agreement or any right with respect thereto, or to exercise any option herein provided, will in no way be construed to be a waiver of such provisions, rights, or options or in any way to affect the validity of this License Agreement. The exercise of any rights or options under the terms or covenants herein shall not preclude or prejudice the exercising thereafter of the same or any other right under this License Agreement. Any valid waiver made under this License Agreement only applies to the subject matter expressly set forth in such waiver and does not imply or constitute a waiver of such subject matter in the future.

28.25. Legal Expenses

In case legal action is taken or threatened by a Party to enforce this License Agreement or rights in the Program, all costs and expenses, including reasonable attorney's fees and court costs, incurred by the prevailing Party in exercising any of its rights in the Program, rights hereunder, remedies hereunder, or in enforcing any of the terms, conditions, or provisions hereof shall be paid by the other Party.

29.26. Severability

In the event that one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of the jurisdiction governing the entire License Agreement, such unenforceability shall not affect any other provisions of this License Agreement. Such unenforceable provision shall be modified according to the Parties' intentions, but if the unenforceable provision cannot be modified then this License Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.

30.27. Interpretation

The captions in this License Agreement are for convenience only and shall not be construed to define or limit any of the terms herein. All references to the plural herein shall also mean the singular and references to the singular shall also mean the plural unless the context otherwise requires.

31.28. No Rule of Strict Construction

The Parties agree that any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License Agreement and any ambiguities in the language of the License Agreement are to be resolved according to what is most reasonably their intended meaning, and not necessarily against the drafting Party. This License Agreement is the result of negotiation between the Parties and the Parties have read and discussed all of the terms of this License Agreement with their respective counsel.

32.29. Governing Law and Venue

This License Agreement entered into in the State of ~~New York~~Tennessee, the rights and obligations of the Parties to this License Agreement, and any actions related to this License

SNMP Research International License Agreement
with Brocade Communication Systems ~~LLC, Inc.~~

Agreement or the Licensed Modules, whether brought under contract, tort, copyright, trade secret, trademark, patent law, or otherwise, shall be governed by, construed, interpreted, and enforced in accordance with the common and statutory law in force in the State of ~~New York~~ Tennessee and the controlling federal laws of United States of America without regard to the principles of conflict of laws of any jurisdiction. For actions arising out of or related to the subject matter of this License Agreement or the Licensed Modules, whether brought under contract, tort, copyright, trade secret, trademark, patent law, or otherwise, the Parties hereby agree to be subject to sole and exclusive jurisdiction and venue lying in the State and Federal courts in ~~New York, New York~~ Knox County, Tennessee, U.S.A., and hereby agree to service of process in accordance with the rules of such courts. Nothing herein shall alter, change, or be deemed inconsistent with this application of ~~New York~~ Tennessee law as the governing law of this License Agreement or any related actions. ~~If one Party brings a lawsuit in a venue other than the State or Federal courts in Knox County, Tennessee, U.S.A., then such Party is in violation of this Section and waives all rights to collect attorney's fees under this License Agreement.~~

The application of the UN Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not govern or apply to the Licensed Modules provided in connection with this License Agreement, including the warranty terms herein.

~~Licensee agrees that it has taken possession of the Licensed Modules in the United States and that any action for infringement of copyright or misappropriation of trade secrets related to the Licensed Modules may be pursued by the SNMPRI Parties in the United States under United States federal or state copyright and trade secret law.~~

33.30. Entire Agreement

This License Agreement supersedes all prior agreements and understandings, oral or written, between the Parties, related to the subject matter hereof, and is intended by the Parties as the complete and exclusive statement of the terms of the License Agreement between the Parties. Specifically, the Parties hereby terminate the Brocade Agreement and all Software Service Agreements associated with the Brocade Agreement. Licensee agrees that the terms of this License Agreement are clear and that industry custom and practice is not required to interpret any terms of this License Agreement and therefore Licensee agrees not to use industry custom and practice to interpret the terms of this License Agreement. This License Agreement shall not be modified, or any provision of this License Agreement waived, except by written agreement signed by the Parties hereto. If a conflict arises between the provisions of this License Agreement and any purchase orders issued under it, then the provisions of this License Agreement shall govern. The provisions in or on any purchase orders referenced in or issued under this License Agreement shall not amend this License Agreement or be binding upon the Parties in any manner or to any degree. The License Agreement includes all amendments and schedules to the License Agreement.

34.31. Relationship of Parties

The relationship of SNMPRI and Licensee Parties is that of independent contractors. SNMPRI is not an agent of the Licensee Parties, the Licensee Parties are not agents of SNMPRI, and neither is authorized to act on behalf of the other.

35.32. Bargained for Basis of this License Agreement

Licensee acknowledges and agrees that the fees paid for the license rights granted by this License Agreement are dependent on the warranty disclaimers, liability and remedy limitations in this License Agreement; and without such disclaimers and limitations the fees would be higher.

36.33. Third Party Beneficiary

SNMP Research, Inc. is an intended third-party beneficiary of this Agreement and may enforce all the rights of SNMPRI in this Agreement.

37.34. Release

Subject to the payment of all fees due under this License Agreement, as of the Effective Date, the SNMPRI and SNMP Research, Inc. and their legal predecessors, successors, assigns, directors, officers, stockholders, heirs, and agents, hereby voluntarily and irrevocably forever release Brocade and Broadcom, and each of their respective predecessors, successors, assigns, directors, officers, stockholders, heirs, and agents from any and all rights, claims, debts, liabilities, demands, obligations, promises, damages, causes of action and claims for relief of any kind, manner, nature and description, known or unknown, which the SNMPRI or SNMP Research, Inc. has, had, may have had, might have asserted, or may now assert or have related to the Brocade Agreement or the SNMPRI software licensed to Brocade under the Brocade Agreement. For the sake of clarity this release does not apply to Extreme Networks or any company affiliated with Extreme Networks with respect to any claim that SNMPRI or SNMP Research may have against Extreme Networks. This release is not effective until 91 days after payment of all fees due under this License Agreement is received in readily available funds.

38.35. Effective Date

The "Effective Date" of this License Agreement is the latter of the dates it is executed by the respective Parties below.

SNMP Research International License Agreement
with Brocade Communication Systems ~~LLC, Inc.~~

~~PURCHASE ORDER NUMBER:~~ _____

ATTEST:

LICENSEE: ~~Brocade Communications Systems, Inc.~~ Brocade Communications
Systems LLC

BY: _____
signed

Printed/Typed

TITLE: _____

DATE: _____

~~ATTEST:~~

~~_____ Brocadeom Corporation is jointly and severally liable for all of Licensee's
obligations in this License Agreement.~~

~~_____ Brocadeom Corporation~~

~~_____ BY: _____
signed~~

~~_____ Printed/Typed~~

~~_____ TITLE: _____~~

~~_____ DATE: _____~~

SNMP Research International License Agreement
with Brocade Communication Systems ~~LLC, Inc.~~

SNMP Research International License Agreement
with Brocade Communication Systems ~~LLC, Inc.~~

ATTEST:

LICENSOR: SNMP Research International, Incorporated

BY: _____
Jeffrey D. Case Acting Chief Operating Officer

DATE: _____

ATTEST:

SNMP Research, Inc. is signing for its obligations in Section ~~343437~~ only.

SNMP Research, Inc.

BY: _____
signed

Printed/Typed

TITLE: _____

DATE: _____

Schedule A-1

Licensee Name and Address: ~~Brocade Communications Systems, Inc.~~
Brocade Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131

Licensee Product: Brocade Fabric Operating System (FOS) for its SAN Products such as (but not limited to): X6 Director, G610, 6510, G620, G630, 7810, 7840 Switch and its successor products.

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~~**Licensee Product:** Brocade X6 Director and its successor products.~~

Target Platform: Any one dialect of the 32 & 64-bit Linux Operating System on the x86 and/or PowerPC hardware architecture.

Licensee Development Platform: Any one dialect of the 32 & 64-bit Linux Operating System. SNMPRI shipments will normally be based on RedHat (x86) or another popular dialect and Licensee may adapt for development use on Licensee's choice of any one dialect of 32 & 64-bit Linux.

Internal Modules:

Internal Modules means portions of the Program which are licensed under the terms of this License Agreement for the Licensee Product developed on the Licensee Development Platform for use on the Licensee Target Platform, and include:

EMANATE/Lite for Linux on x86 and/or PowerPC

Distribution Modules:

Distribution Modules means only the Simple Network Management Protocol Agent in a form that can be run on the Licensee Product using the Licensee Target Platform created by the Internal Modules by the tools specified in the Internal Modules.

Payment Terms:

Initial Fees: Included in the Fee
Plus
Royalties: Included in the Fee

Business Contact

For Licensee:
Attn:

Martin Skagen, VP Architecture & Technology, BSN
~~Brocade Communications Systems, Inc.~~
Brocade Communications Systems LLC
1320 Ridder Park Drive

San Jose, CA 95131
USA

For Licensor:

Jeffrey D. Case
SNMP Research International, Incorporated
3001 Kimberlin Heights Road
Knoxville, Tennessee 37920

Internal Modules Development Location

Until Licensee informs SNMPRI, the Internal Modules Development Location will be used at the following four locations [SNMPRI shipments, if any, will be sent to location (1), below]:

(1) ~~Brocade Communications Systems, Inc.~~ Brocade Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131
USA

(2) 8, MTH Road,
Ambattur Industrial Estate, Ambattur,
Chennai 600058
India

(3) GSTIN: 29AACCB4490N1Z6
Floor 3, B & C Wing and Floor 8, D Wing, S1
Wipro Electronic City Special Economic Zone
Doddathogur Village Begur Hobli
Electronic City
Bangalore Karnataka 560100
India

(4) HCL Technologies Ltd. (Tower-5)
ELCOT – SEZ, 602/3,
138, Shollinganallur Village, Shollinganallur - Medavakkam High Road
Chennai - 600 119
~~Oregon Development Center~~
TBD

Commented [MS2]: Jeff why do you care which locations we develop in ? I've never seen this before in an agreement.. As I mentioned we host all code in an internal cloud that's in Oregon we do not have multiple copies of our source code for each location.

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ATTEST:

LICENSEE:

BY: _____
signed

Printed/Typed

TITLE: _____

DATE: _____

ATTEST:

LICENSOR: SNMP Research International, Incorporated

BY: _____
Jeffrey D. Case Acting Chief Operating Officer

DATE: _____

Schedule A-2

Licensee Name and Address: ~~Brocade Communications Systems, Inc.~~Brocade Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131

Licensee Product: ~~Brocade G610 Switch (entry) and its successor products.~~

Target Platform: ~~Any one dialect of the 64-bit Linux Operating System on the x86 and/or PowerPC hardware architecture.~~

Licensee Development Platform: ~~Any one dialect of the 64-bit Linux Operating System. SNMPRI shipments will normally be based on RedHat (x86) or another popular dialect and Licensee may adapt for development use on Licensee's choice of any one dialect of 64-bit Linux.~~

Internal Modules:

~~Internal Modules means portions of the Program which are licensed under the terms of this License Agreement for the Licensee Product developed on the Licensee Development Platform for use on the Licensee Target Platform, and include:~~

~~_____ EMANATE/Lite for Linux on x86 and/or PowerPC~~

Distribution Modules:

~~Distribution Modules means only the Simple Network Management Protocol Agent in a form that can be run on the Licensee Product using the Licensee Target Platform created by the Internal Modules by the tools specified in the Internal Modules.~~

Payment Terms:

~~_____ Initial Fees: Included in the Fee
_____ Plus
_____ Royalties: Included in the Fee~~

Business Contact

~~_____ For Licensee:
_____ Attn:~~

~~Martin Skagen, VP Architecture & Technology, BSN~~
Brocade Communications Systems, Inc.
Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131
USA

Commented [MS3]: I consolidated all schedule A's into one set as it seems much simpler

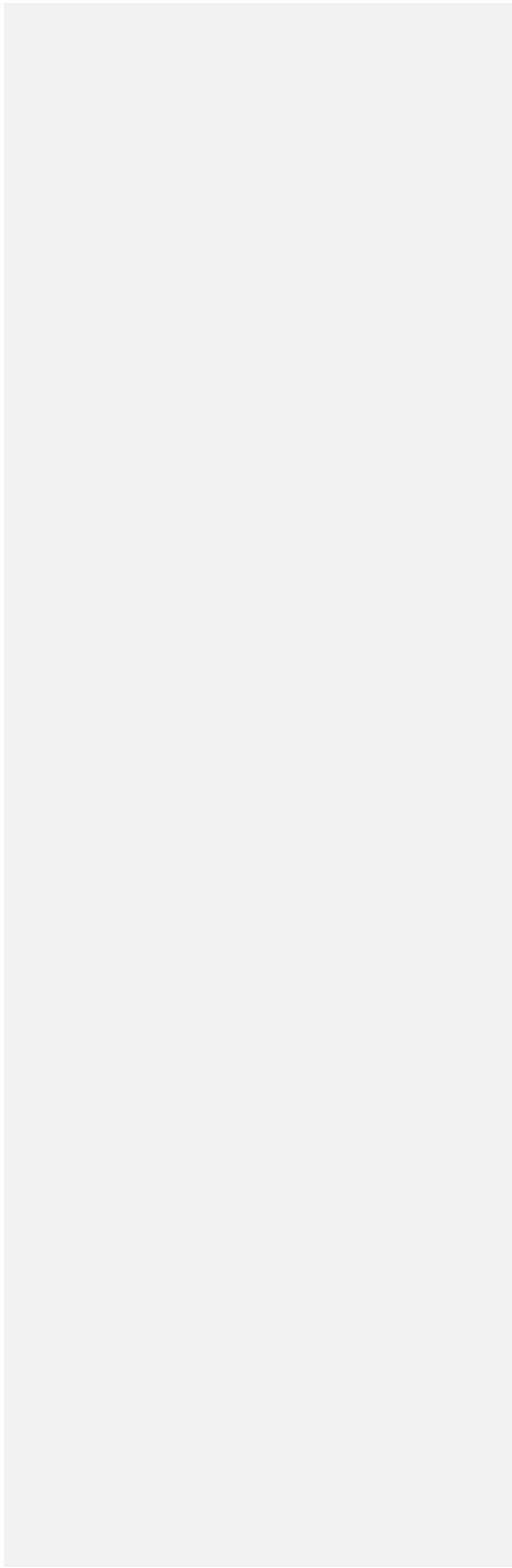
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For Licensor:

Jeffrey D. Case
SNMP Research International, Incorporated
3001 Kimberlin Heights Road
Knoxville, Tennessee 37920

Internal Modules Development Location

Until Licensee informs SNMPRI, the Internal Modules Development Location will be used at the following four locations [SNMPRI shipments, if any, will be sent to location (1), below]:

(1) ~~Brocade Communications Systems, Inc.~~ Brocade Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131
USA

(2) 8, MTH Road,
Ambattur Industrial Estate, Ambattur,
Chennai 600058
India

(3) GSTIN: 29AACCB4490N1Z6
Floor 3, B & C Wing and Floor 8, D Wing, S1
Wipro Electronic City Special Economic Zone
~~Doddathogur Village Begur Hobli~~
~~Electronic City~~
Bangalore Karnataka 560100
India

(4) Oregon Development Center
TBD

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LICENSOR: SNMP Research International, Incorporated

BY: _____

Jeffrey D. Case Acting Chief Operating Officer

DATE: _____

Schedule A-3

Licensee Name and Address: ~~Brocade Communications Systems, Inc.~~ Brocade Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131

Licensee Product: ~~Brocade G620 Switch (midrange) and its successor products.~~

Target Platform: Any one dialect of the 64-bit Linux Operating System on the x86 and/or PowerPC hardware architecture.

Licensee Development Platform: Any one dialect of the 64-bit Linux Operating System. SNMPRI shipments will normally be based on RedHat (x86) or another popular dialect and Licensee may adapt for development use on Licensee's choice of any one dialect of 64-bit Linux.

Internal Modules:

Internal Modules means portions of the Program which are licensed under the terms of this License Agreement for the Licensee Product developed on the Licensee Development Platform for use on the Licensee Target Platform, and include:

_____ ~~EMANATE/Lite for Linux on x86 and/or PowerPC~~

Distribution Modules:

Distribution Modules means only the Simple Network Management Protocol Agent in a form that can be run on the Licensee Product using the Licensee Target Platform created by the Internal Modules by the tools specified in the Internal Modules.

Payment Terms:

_____ Initial Fees: Included in the Fee
_____ Plus
_____ Royalties: Included in the Fee

Business Contact

_____ For Licensee:
_____ Attn: Martin Skagen, VP Architecture & Technology, BSN
Brocade Communications Systems, Inc.
Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131
USA

For Licensor:

Jeffrey D. Case
SNMP Research International, Incorporated
3001 Kimberlin Heights Road
Knoxville, Tennessee 37920

Internal Modules Development Location

Until Licensee informs SNMPRI, the Internal Modules Development Location will be used at the following four locations [SNMPRI shipments, if any, will be sent to location (1), below]:

(1) ~~Brocade Communications Systems, Inc. Brocade Communications Systems LLC~~
1320 Ridder Park Drive

San Jose, CA 95131

USA

(2) ~~8, MTH Road,~~
~~Ambattur Industrial Estate, Ambattur,~~
~~Chennai 600058~~
~~India~~

(3) ~~GSTIN: 29AACCB4490N1Z6~~
~~Floor 3, B & C Wing and Floor 8, D Wing, S1~~
~~Wipro Electronic City Special Economic Zone~~
~~Doddathogur Village Begur Hobli~~
~~Electronic City~~
~~Bangalore Karnataka 560100~~
~~India~~

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BY: _____

Jeffrey D. Case Acting Chief Operating Officer

DATE: _____

Schedule A-4

Licensee Name and Address: ~~Brocade Communications Systems, Inc.~~Brocade Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131

Licensee Product: ~~Brocade G630 Switch and its successor products.~~

Target Platform: Any one dialect of the 64-bit Linux Operating System on the x86 and/or PowerPC hardware architecture.

Licensee Development Platform: Any one dialect of the 64-bit Linux Operating System. ~~SNMPRI shipments will normally be based on RedHat (x86) or another popular dialect and Licensee may adapt for development use on Licensee's choice of any one dialect of 64-bit Linux.~~

Internal Modules:

Internal Modules means portions of the Program which are licensed under the terms of this License Agreement for the Licensee Product developed on the Licensee Development Platform for use on the Licensee Target Platform, and include:

~~EMANATE/Lite for Linux on x86 and/or PowerPC~~

Distribution Modules:

Distribution Modules means only the Simple Network Management Protocol Agent in a form that can be run on the Licensee Product using the Licensee Target Platform created by the Internal Modules by the tools specified in the Internal Modules.

Payment Terms:

~~Initial Fees: Included in the Fee~~
~~Plus~~
~~Royalties: Included in the Fee~~

Business Contact

~~For Licensee:~~
~~Attn:~~ Martin Skagen, VP Architecture & Technology, BSN
Brocade Communications Systems, Inc.
Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131
USA

For Licensor:

Jeffrey D. Case
SNMP Research International, Incorporated
3001 Kimberlin Heights Road
Knoxville, Tennessee 37920

Internal Modules Development Location

Until Licensee informs SNMPRI, the Internal Modules Development Location will be used at the following four locations [SNMPRI shipments, if any, will be sent to location (1), below]:

(1) ~~Brocade Communications Systems, Inc. Brocade Communications Systems LLC~~
1320 Ridder Park Drive

San Jose, CA 95131

USA

(2) ~~8, MTH Road,~~
~~Ambattur Industrial Estate, Ambattur,~~
~~Chennai 600058~~
~~India~~

(3) ~~GSTIN: 29AACCB4490N1Z6~~
~~Floor 3, B & C Wing and Floor 8, D Wing, S1~~
~~Wipro Electronic City Special Economic Zone~~
~~Doddathogur Village Begur Hobli~~
~~Electronic City~~
~~Bangalore Karnataka 560100~~
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BY: _____

Jeffrey D. Case Acting Chief Operating Officer

DATE: _____

Schedule A-5

Licensee Name and Address: ~~Brocade Communications Systems, Inc.~~Brocade Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131

Licensee Product: ~~Brocade SX6 Extension Blade and its successor products.~~

Target Platform: Any one dialect of the 64-bit Linux Operating System on the x86 and/or PowerPC hardware architecture.

Licensee Development Platform: Any one dialect of the 64-bit Linux Operating System. SNMPRI shipments will normally be based on RedHat (x86) or another popular dialect and Licensee may adapt for development use on Licensee's choice of any one dialect of 64-bit Linux.

Internal Modules:

Internal Modules means portions of the Program which are licensed under the terms of this License Agreement for the Licensee Product developed on the Licensee Development Platform for use on the Licensee Target Platform, and include:

_____ ~~EMANATE/Lite for Linux on x86 and/or PowerPC~~

Distribution Modules:

Distribution Modules means only the Simple Network Management Protocol Agent in a form that can be run on the Licensee Product using the Licensee Target Platform created by the Internal Modules by the tools specified in the Internal Modules.

Payment Terms:

_____ Initial Fees: Included in the Fee
_____ Plus
_____ Royalties: Included in the Fee

Business Contact

_____ For Licensee:
_____ Attn: Martin Skagen, VP Architecture & Technology, BSN
Brocade Communications Systems, Inc.
Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131
USA

For Licensor:

Jeffrey D. Case
SNMP Research International, Incorporated
3001 Kimberlin Heights Road
Knoxville, Tennessee 37920

Internal Modules Development Location

Until Licensee informs SNMPRI, the Internal Modules Development Location will be used at the following four locations [SNMPRI shipments, if any, will be sent to location (1), below]:

(1) ~~Brocade Communications Systems, Inc. Brocade Communications Systems LLC~~
1320 Ridder Park Drive

San Jose, CA 95131

USA

(2) ~~8, MTH Road,~~
~~Ambattur Industrial Estate, Ambattur,~~
~~Chennai 600058~~
~~India~~

(3) ~~GSTIN: 29AACCB4490N1Z6~~
~~Floor 3, B & C Wing and Floor 8, D Wing, S1~~
~~Wipro Electronic City Special Economic Zone~~
~~Doddathogur Village Begur Hobli~~
~~Electronic City~~
~~Bangalore Karnataka 560100~~
~~India~~

(4) ~~Oregon Development Center~~

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BY: _____

Jeffrey D. Case Acting Chief Operating Officer

DATE: _____

Schedule A-6

Licensee Name and Address: ~~Brocade Communications Systems, Inc.~~ Brocade Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131

Licensee Product: ~~Brocade 7810 Extension Switch and its successor products.~~

Target Platform: Any one dialect of the 64-bit Linux Operating System on the x86 and/or PowerPC hardware architecture.

Licensee Development Platform: Any one dialect of the 64-bit Linux Operating System. ~~SNMPRI shipments will normally be based on RedHat (x86) or another popular dialect and Licensee may adapt for development use on Licensee's choice of any one dialect of 64-bit Linux.~~

Internal Modules:

Internal Modules means portions of the Program which are licensed under the terms of this License Agreement for the Licensee Product developed on the Licensee Development Platform for use on the Licensee Target Platform, and include:

~~_____ EMANATE/Lite for Linux on x86 and/or PowerPC~~

Distribution Modules:

Distribution Modules means only the Simple Network Management Protocol Agent in a form that can be run on the Licensee Product using the Licensee Target Platform created by the Internal Modules by the tools specified in the Internal Modules.

Payment Terms:

~~_____ Initial Fees: Included in the Fee~~
~~_____ Plus~~
~~_____ Royalties: Included in the Fee~~

Business Contact

~~_____ For Licensee:~~
~~_____ Attn:~~ Martin Skagen, VP Architecture & Technology, BSN
Brocade Communications Systems, Inc.
Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131
USA

For Licensor:

Jeffrey D. Case
SNMP Research International, Incorporated
3001 Kimberlin Heights Road
Knoxville, Tennessee 37920

Internal Modules Development Location

Until Licensee informs SNMPRI, the Internal Modules Development Location will be used at the following four locations [SNMPRI shipments, if any, will be sent to location (1), below]:

(1) ~~Brocade Communications Systems, Inc. Brocade Communications Systems LLC~~
1320 Ridder Park Drive

San Jose, CA 95131

USA

(2) ~~8, MTH Road,~~
~~Ambattur Industrial Estate, Ambattur,~~
~~Chennai 600058~~
~~India~~

(3) ~~GSTIN: 29AACCB4490N1Z6~~
~~Floor 3, B & C Wing and Floor 8, D Wing, S1~~
~~Wipro Electronic City Special Economic Zone~~
~~Doddathogur Village Begur Hobli~~
~~Electronic City~~
~~Bangalore Karnataka 560100~~
~~India~~

(4) ~~Oregon Development Center~~

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LICENSOR: SNMP Research International, Incorporated

BY: _____

Jeffrey D. Case Acting Chief Operating Officer

DATE: _____

Schedule A-7

Licensee Name and Address: ~~Brocade Communications Systems, Inc.~~Brocade Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131

Licensee Product: ~~Brocade 7840 Extension Switch and its successor products.~~

Target Platform: Any one dialect of the 64-bit Linux Operating System on the x86 and/or PowerPC hardware architecture.

Licensee Development Platform: Any one dialect of the 64-bit Linux Operating System. ~~SNMPRI shipments will normally be based on RedHat (x86) or another popular dialect and Licensee may adapt for development use on Licensee's choice of any one dialect of 64-bit Linux.~~

Internal Modules:

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~~_____ EMANATE/Lite for Linux on x86 and/or PowerPC~~

Distribution Modules:

Distribution Modules means only the Simple Network Management Protocol Agent in a form that can be run on the Licensee Product using the Licensee Target Platform created by the Internal Modules by the tools specified in the Internal Modules.

Payment Terms:

~~_____ Initial Fees: Included in the Fee~~
~~_____ Plus~~
~~_____ Royalties: Included in the Fee~~

Business Contact

~~_____ For Licensee:~~
~~_____ Attn:~~

~~Martin Skagen, VP Architecture & Technology, BSN~~
~~Brocade Communications Systems, Inc.~~Brocade Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131
USA

For Licensor:

Jeffrey D. Case
SNMP Research International, Incorporated
3001 Kimberlin Heights Road
Knoxville, Tennessee 37920

Internal Modules Development Location

Until Licensee informs SNMPRI, the Internal Modules Development Location will be used at the following four locations [SNMPRI shipments, if any, will be sent to location (1), below]:

(1) ~~Brocade Communications Systems, Inc. Brocade Communications Systems LLC~~
1320 Ridder Park Drive

San Jose, CA 95131

USA

(2) ~~8, MTH Road,~~
~~Ambattur Industrial Estate, Ambattur,~~
~~Chennai 600058~~
~~India~~

(3) ~~GSTIN: 29AACCB4490N1Z6~~
~~Floor 3, B & C Wing and Floor 8, D Wing, S1~~
~~Wipro Electronic City Special Economic Zone~~
~~Doddathogur Village Begur Hobli~~
~~Electronic City~~
~~Bangalore Karnataka 560100~~
~~India~~

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LICENSOR: SNMP Research International, Incorporated

BY: _____

Jeffrey D. Case Acting Chief Operating Officer

DATE: _____

Schedule A-8

~~NB: The Licensee Product described in this schedule is not obsolete and no longer under active development. This Schedule is included here solely for Section 1011, Licensee Representations.~~

~~**Licensee Name and Address:** Brocade Communications Systems, Inc. Brocade Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131~~

~~**Licensee Product:** Brocade 6505 Extension Switch and its successor products.~~

~~**Target Platform:** Any one dialect of the 64-bit Linux Operating System on the x86 and/or PowerPC hardware architecture.~~

~~**Licensee Development Platform:** Any one dialect of the 64-bit Linux Operating System. SNMPRI shipments will normally be based on RedHat (x86) or another popular dialect and Licensee may adapt for development use on Licensee's choice of any one dialect of 64-bit Linux.~~

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~~_____ EMANATE/Lite for Linux on x86 and/or PowerPC~~

Distribution Modules:

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Payment Terms:

~~_____ Initial Fees: Included in the Fee
_____ Plus
_____ Royalties: Included in the Fee~~

Business Contact

_____ For Licensee:
_____ Attn: Martin Skagen, VP Architecture & Technology, BSN
Brocade Communications Systems, Inc. Brocade
Communications Systems LLC
1320 Ridder Park Drive

~~San Jose, CA 95131~~
~~USA~~

For Licensor:

Jeffrey D. Case
SNMP Research International, Incorporated
3001 Kimberlin Heights Road
Knoxville, Tennessee 37920

~~Internal Modules Development Location~~

~~Until Licensee informs SNMPRI, the Internal Modules Development Location will be used at the following four locations [SNMPRI shipments, if any, will be sent to location (1), below]:~~

(1) ~~Brocade Communications Systems, Inc.~~ Brocade Communications Systems LLC
1320 Ridder Park Drive

San Jose, CA 95131

USA

(2) 8, MTH Road,
Ambattur Industrial Estate, Ambattur,
Chennai 600058
India

(3) GSTIN: 29AACCB4490N1Z6
Floor 3, B & C Wing and Floor 8, D Wing, S1
Wipro Electronic City Special Economic Zone
Doddathogur Village Begur Hobli
Electronic City
Bangalore Karnataka 560100
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LICENSOR: ~~SNMP Research International, Incorporated~~

BY: _____

Jeffrey D. Case Acting Chief Operating Officer

DATE: _____

Schedule A-9

~~NB: The Licensee Product described in this schedule is not obsolete and no longer under active development. This Schedule is included here solely for Section 1011, Licensee Representations.~~

~~**Licensee Name and Address:** Brocade Communications Systems, Inc. Brocade Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131~~

~~**Licensee Product:** Brocade 6510 Switch and its successor products.~~

~~**Target Platform:** Any one dialect of the 64-bit Linux Operating System on the x86 and/or PowerPC hardware architecture.~~

~~**Licensee Development Platform:** Any one dialect of the 64-bit Linux Operating System. SNMPRI shipments will normally be based on RedHat (x86) or another popular dialect and Licensee may adapt for development use on Licensee's choice of any one dialect of 64-bit Linux.~~

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~~_____ EMANATE/Lite for Linux on x86 and/or PowerPC~~

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Payment Terms:

~~_____ Initial Fees: Included in the Fee
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Business Contact

_____ For Licensee:
_____ Attn:

Martin Skagen, VP Architecture & Technology, BSN
Brocade Communications Systems, Inc. Brocade
Communications Systems LLC
1320 Ridder Park Drive

~~San Jose, CA 95131~~
~~USA~~

For Licensor:

Jeffrey D. Case
SNMP Research International, Incorporated
3001 Kimberlin Heights Road
Knoxville, Tennessee 37920

~~Internal Modules Development Location~~

Until Licensee informs SNMPRI, the Internal Modules Development Location will be used at the following four locations [SNMPRI shipments, if any, will be sent to location (1), below]:

(1) ~~Brocade Communications Systems, Inc.~~ Brocade Communications Systems LLC
1320 Ridder Park Drive

San Jose, CA 95131

USA

(2) ~~8, MTH Road,~~
Ambattur Industrial Estate, Ambattur,
Chennai 600058
India

(3) ~~GSTIN: 29AACCB4490N1Z6~~
Floor 3, B & C Wing and Floor 8, D Wing, S1
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BY: _____

Jeffrey D. Case Acting Chief Operating Officer

DATE: _____

Schedule A-10

~~NB: The Licensee Product described in this schedule is not obsolete and no longer under active development. This Schedule is included here solely for Section 1011, Licensee Representations.~~

~~**Licensee Name and Address:** Brocade Communications Systems, Inc. Brocade Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131~~

~~**Licensee Product:** Brocade 6520 Switch and its successor products.~~

~~**Target Platform:** Any one dialect of the 64-bit Linux Operating System on the x86 and/or PowerPC hardware architecture.~~

~~**Licensee Development Platform:** Any one dialect of the 64-bit Linux Operating System. SNMPRI shipments will normally be based on RedHat (x86) or another popular dialect and Licensee may adapt for development use on Licensee's choice of any one dialect of 64-bit Linux.~~

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~~_____ EMANATE/Lite for Linux on x86 and/or PowerPC~~

Distribution Modules:

~~Distribution Modules means only the Simple Network Management Protocol Agent in a form that can be run on the Licensee Product using the Licensee Target Platform created by the Internal Modules by the tools specified in the Internal Modules.~~

Payment Terms:

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_____ Royalties: Included in the Fee~~

Business Contact

_____ For Licensee:
_____ Attn:

Martin Skagen, VP Architecture & Technology, BSN
Brocade Communications Systems, Inc. Brocade
Communications Systems LLC
1320 Ridder Park Drive

~~San Jose, CA 95131~~
~~USA~~

For Licensor:

Jeffrey D. Case
SNMP Research International, Incorporated
3001 Kimberlin Heights Road
Knoxville, Tennessee 37920

~~Internal Modules Development Location~~

~~Until Licensee informs SNMPRI, the Internal Modules Development Location will be used at the following four locations [SNMPRI shipments, if any, will be sent to location (1), below]:~~

(1) ~~Brocade Communications Systems, Inc.~~ Brocade Communications Systems LLC
1320 Ridder Park Drive

San Jose, CA 95131

USA

(2) ~~8, MTH Road,~~
Ambattur Industrial Estate, Ambattur,
Chennai 600058
India

(3) ~~GSTIN: 29AACCB4490N1Z6~~
Floor 3, B & C Wing and Floor 8, D Wing, S1
Wipro Electronic City Special Economic Zone
Doddathogur Village Begur Hobli
Electronic City
Bangalore Karnataka 560100
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BY: _____

Jeffrey D. Case Acting Chief Operating Officer

DATE: _____

Schedule A-11

~~NB: The Licensee Product described in this schedule is not obsolete and no longer under active development. This Schedule is included here solely for Section 1011, Licensee Representations.~~

~~**Licensee Name and Address:** Brocade Communications Systems, Inc. Brocade Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131~~

~~**Licensee Product:** Brocade FX 8-24 Extension Blade and its successor products.~~

~~**Target Platform:** Any one dialect of the 64-bit Linux Operating System on the x86 and/or PowerPC hardware architecture.~~

~~**Licensee Development Platform:** Any one dialect of the 64-bit Linux Operating System. SNMPRI shipments will normally be based on RedHat (x86) or another popular dialect and Licensee may adapt for development use on Licensee's choice of any one dialect of 64-bit Linux.~~

Internal Modules:

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~~_____ EMANATE/Lite for Linux on x86 and/or PowerPC~~

Distribution Modules:

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Payment Terms:

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_____ Plus
_____ Royalties: Included in the Fee~~

Business Contact

_____ For Licensee:
_____ Attn:

Martin Skagen, VP Architecture & Technology, BSN
Brocade Communications Systems, Inc. Brocade
Communications Systems LLC
1320 Ridder Park Drive

~~San Jose, CA 95131~~
~~USA~~

For Licensor:

Jeffrey D. Case
SNMP Research International, Incorporated
3001 Kimberlin Heights Road
Knoxville, Tennessee 37920

~~Internal Modules Development Location~~

~~Until Licensee informs SNMPRI, the Internal Modules Development Location will be used at the following four locations [SNMPRI shipments, if any, will be sent to location (1), below]:~~

(1) ~~Brocade Communications Systems, Inc.~~ Brocade Communications Systems LLC
1320 Ridder Park Drive

San Jose, CA 95131

USA

(2) ~~8, MTH Road,~~
Ambattur Industrial Estate, Ambattur,
Chennai 600058
India

(3) ~~GSTIN: 29AACCB4490N1Z6~~
Floor 3, B & C Wing and Floor 8, D Wing, S1
Wipro Electronic City Special Economic Zone
Doddathogur Village Begur Hobli
Electronic City
Bangalore Karnataka 560100
India

(4) ~~Oregon Development Center~~

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BY: _____

Jeffrey D. Case Acting Chief Operating Officer

DATE: _____

Schedule A-12

~~NB: The Licensee Product described in this schedule is not obsolete and no longer under active development. This Schedule is included here solely for Section 1011, Licensee Representations.~~

~~**Licensee Name and Address:** Brocade Communications Systems, Inc. Brocade Communications Systems LLC
1320 Ridder Park Drive
San Jose, CA 95131~~

~~**Licensee Product:** Brocade 7800 Extension Blade and its successor products.~~

~~**Target Platform:** Any one dialect of the 64-bit Linux Operating System on the x86 and/or PowerPC hardware architecture.~~

~~**Licensee Development Platform:** Any one dialect of the 64-bit Linux Operating System. SNMPRI shipments will normally be based on RedHat (x86) or another popular dialect and Licensee may adapt for development use on Licensee's choice of any one dialect of 64-bit Linux.~~

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Distribution Modules:

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Brocade Communications Systems, Inc. Brocade
Communications Systems LLC
1320 Ridder Park Drive

~~San Jose, CA 95131~~
~~USA~~

For Licensor:

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~~Internal Modules Development Location~~

~~Until Licensee informs SNMPRI, the Internal Modules Development Location will be used at the following four locations [SNMPRI shipments, if any, will be sent to location (1), below]:~~

(1) ~~Brocade Communications Systems, Inc.~~ Brocade Communications Systems LLC
1320 Ridder Park Drive

San Jose, CA 95131

USA

(2) ~~8, MTH Road,~~
Ambattur Industrial Estate, Ambattur,
Chennai 600058
India

(3) ~~GSTIN: 29AACCB4490N1Z6~~
Floor 3, B & C Wing and Floor 8, D Wing, S1
Wipro Electronic City Special Economic Zone
Doddathogur Village Begur Hobli
Electronic City
Bangalore Karnataka 560100
India

(4) ~~Oregon Development Center~~

TBD

ATTEST:

LICENSEE:

BY: _____

signed

Printed/Typed

TITLE: _____

DATE: _____

ATTEST:

LICENSOR: ~~SNMP Research International, Incorporated~~

BY: _____

Jeffrey D. Case Acting Chief Operating Officer

DATE: _____

Attachment B

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Sample 1:

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Sample 2:

DES:

```
/* Software DES functions
* written 12 Dec 1986 by Phil Karn, KA9Q; large sections adapted from
* the 1977 public-domain program by Jim Gillogly
*/
```

Sample 3:

MD5:

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```
/*
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```